

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENT FOR TRANSPORTING OF
BIO SOLIDS**

SPECIFICATION 04-260

**Contractor:
MERRELL BROS., INC.
8811 W. 500 N.
KOKOMO, IN 46901**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 17th day of January 2006, by and between **Merrell Bros. Inc., 8811 W. 500 N., Kokomo, IN 46901** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For all labor, material and equipment necessary for Annual Requirements for Transporting Bio Solids
_____ and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Per Attachment "A"

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be as needed through 2010.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

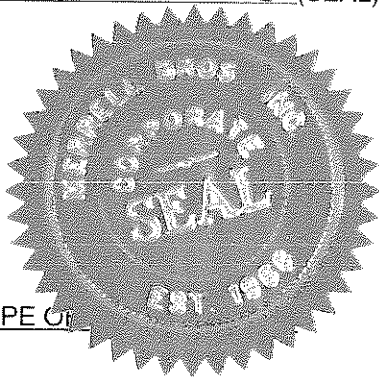
Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Diane Lovelace (SEAL)
Secretary



Merrell Bros. Inc.

Name of Corporation

8811 W. 500 N. Kokomo, IN. 46901
(Address)

By: Terry Menell
Duly Authorized Official

Treas
Legal Title of Official

IF OTHER TYPE OF

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name Merrell Bros., Inc		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 8811 W. 500 N.		
City Lincoln	State NE	Zip Code 68508	City Kokoma, IN	State IN	Zip Code 46901
Check Type of Certificate <input type="checkbox"/> Single Purchase <input checked="" type="checkbox"/> Blanket If blanket is checked, this certificate is valid until revoked in writing by purchaser.					

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of _____ from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented _____

and hold Nebraska Sales Tax Permit Number 01-

If None, State Reason _____

or Foreign State Sales Tax Number _____ State _____

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 is claimed, enter the following information:

Description of Item(s) Purchased _____

Intended Use of Item(s) Purchased _____

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05 -

If exemption category 5 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C — For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases of Contractor Labor for Resale:

☐ As an Option 1, Option 2, or Option 3 contractor, I hereby certify that purchases of contractor labor from the above seller are exempt from Nebraska sales tax as a purchase for resale. My Nebraska Sales Tax Permit Number is: 01-

3. Purchases Made Under Purchasing Agent Appointment:

☐ Pursuant to the attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, fixtures, and/or contractor labor are exempt from Nebraska sales tax.

Any purchaser, or the agent thereof, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Sections 77-2701 through 77-27,135 of the Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent
Title

01/17/06
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B must be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the five enumerated **Categories of Exemption**. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. A contractor may purchase the contractor labor of another contractor tax-free (for resale) by completing Section C, Part 2. Section C, Part 3, must be completed to exempt the purchase of building materials, fixtures, and/or contractor labor pursuant to an **attached** purchasing agent appointment. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. The Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes.

WHEN NO NUMBER IS REQUIRED. Section A does not require an identification number when the purchaser has indicated that it is engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement as to whether the certificate is for a single purchase or is a blanket certificate, (3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or the agent thereof, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION. Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 5 is the basis for exemption, you must complete the information requested in Section B.

CATEGORIES OF EXEMPTION

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the State of Nebraska, including public educational institutions recognized or established under the provisions of Chapter 85, or public schools established under Chapter 79; any Nebraska county, township, city, village, rural or suburban fire protection district, city airport authority, county airport authority, joint airport authority, drainage district organized under sections 31-401 to 31-450, natural resources district, elected county fair board, or joint entity or agency formed to fulfill the purposes described in the Integrated Solid Waste Management Act by any combination of two or more counties, townships, cities, or villages pursuant to the Interlocal Cooperation Act, the Integrated Solid Waste Management Act, or the Joint Public Agency Act, except for purchases for use in the business of furnishing gas, water, electricity, or heat; or by any irrigation or reclamation district, the irrigation division of any public power and irrigation district; the Nebraska State Fair Board; the Nebraska Investment Finance Authority; the Small Business Development Authority, and licensees of the State Racing Commission.

Purchases that are NOT exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary improvement districts, housing authorities, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.
2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of repair parts for agricultural machinery and equipment cannot accept a Form 13 and exempt such sales from tax.
3. Purchase by any organization created exclusively for religious purposes; any nonprofit organization providing services exclusively to the blind; any private educational institution established under sections 79-1601 to 79-1607; any private college or university licensed under sections 85-1101 to 85-1111; any hospital, health clinic when two or more hospitals or the parent corporations of the hospitals own or control the health clinic for the purpose of reducing the cost of health services or when the health clinic receives federal funds through the United States Public Health Service for the purpose of serving populations that are medically underserved; skilled nursing facility, intermediate care facility, intermediate care facility for the mentally retarded, or nursing facility licensed under the Health Care Facility Licensure Act and organized not for profit; any nonprofit organization providing services primarily for home health care purposes; any child-caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or any licensed child placement agency.
4. Purchase of a common or contract carrier vehicle and repair and replacement parts for such vehicle.
5. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.



Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

FORM
17

PURCHASING AGENT APPOINTMENT

Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name Merrell Bros., Inc			Name City of Lincoln		
Street or Other Mailing Address 8811 W. 500 N.			Street or Other Mailing Address 555 South 10th Street		
City Kokomo	State IN	Zip Code 46901	City Lincoln	State Ne	Zip Code 68508
Name and Location of Project			Appointment Information		
Name Annual Requirements for Transporting Bio Solids			Effective Date 01/17/06		
Street or Other Mailing Address 2400 Theresa St. Lincoln Ne 68521			Expiration Date 12/31/2010		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only) 04-2460254-1		

Identify Project

Spec. 04-260 Annual Requirements for Transporting Bio Solids

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for materials that will be annexed to real estate by them into the tax exempt construction project stated above.

sign
here

Authorized Signature of Governmental Unit or Exempt Organization

Purchasing Agent

Title

01/17/06

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY

Name and Address of Subcontractor			Delegation Information	
Name			Effective Date	
Street or Other Mailing Address			Expiration Date	
City	State	Zip Code	Portion of Project	

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

sign
here

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization exempt from sales and use tax may appoint as its agent a prime contractor to purchase materials that will be annexed to property that belongs to or will belong to the governmental entity or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to

the prime contractor **BEFORE** his or her portion of the construction project begins. The exempt organization or governmental unit must identify the project (e.g., east wing, chapel construction, or new school auditorium).

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental entity or exempt organization directly or through its contractor pays for the materials. Governmental entities or exempt

organizations cannot transfer their exempt status to a contractor or developer who is required to purchase and pay for the materials that are used in the construction of the improvements.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** his or her portion of the construction project begins. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. The canary copy will be retained by the governmental unit or exempt organization, and the white copy will be retained by the prime contractor. Copies of this form must be reproduced by the prime contractor for delegation purposes.

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

EXEMPT SALE CERTIFICATE. A contractor who has been appointed purchasing agent by a governmental unit or exempt organization, and hires a subcontractor operating under option 1, must provide to that subcontractor a completed copy of Form 17 and a completed Nebraska Resale or Exempt Sale Certificate, Form 13, Section B. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to real estate pursuant to exempt construction project. If these forms are not provided to the subcontractor operating under option 1, the subcontractor must collect and remit sales tax on the materials portion of the invoice.

Contractors operating under option 2 who maintain a tax-paid inventory with no sales tax charged on customer invoices and have been issued a Form 17 from a governmental unit or an exempt organization must furnish each vendor a copy of Form 17 and a completed Form 13 when purchasing materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's records for audit purposes. A contractor or subcontractor may reproduce

copies of these documents which will be furnished to the vendors for each invoice or order made by them.

All purchases of materials that will be annexed into real estate must be billed to the governmental unit or exempt organization in care of the prime contractor as purchasing agent, or his or her authorized subcontractor, who will pay vendors for such purchases excluding sales and use tax.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty; and may be found guilty of a misdemeanor.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the appointment date or after the expiration date. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current consumer's use tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales or use tax paid on those materials.

DELEGATION INFORMATION. Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Reproductions of the delegation must be provided to the subcontractor who must retain a copy for his or her records, and to the governmental unit or exempt organization.

AUTHORIZED SIGNATURE. The Purchasing Agent Appointment must be signed by an officer of the exempt organization or proper government official. The Delegation of Prime Contractor's Authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

12/19/2005

PRODUCER
KITCHELL AGENCY, JIM
518 NORTH STREET
LOGANSPOUT IN 46947
574-753-6251

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
MERRELL BROS. INC.
8811 W. 500 N.
KOKOMO IN 46901
574-699-7782

INSURER A: ZURICH AMERICAN
INSURER B: INDIANA INSURANCE
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO 9045241-00	12/19/2005	12/19/2006	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	TRK 9045242-00	12/19/2005	12/19/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> SCHEDULE ON FILE				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	XU 9045244-00	12/19/2005	12/19/2006	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
					\$
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC7 9045243-00	12/19/2005	12/19/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER POLLUTION LIABILITY	PCC4917778 03	08/30/2005	08/30/2006	EACH CLAIM 5,000,000 AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ADD: ADDITIONAL INSURED - CITY OF LINCOLN/LANCASTER COUNTY, NE
WITH REGARD TO THESE SERVICES.
RE: TANKER TRANSPORTATION OF BIOSOLIDS

CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

CITY OF LINCOLN, NEBRASKA
440 SOUTH 8TH ST.
SUITE 200, SOUTHWEST WING
LINCOLN NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

High Steven Collins

NOTICE TO BIDDERS
SPECIFICATION NO. 04-260

The City of Lincoln/Lancaster County intends to purchase and invites you to submit a sealed bid for:

TRANSPORTING BIOSOILDS

MEETING OR EXCEEDING THE CITY OF LINCOLN'S/LANCASTER COUNTY'S
SPECIFICATIONS ATTACHED

The Bidding Documents may be examined at the following locations:

Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516
F.W. Dodge Corporation, 11422 Miracle Hills Drive, Omaha, NE 68114
Omaha Builders Exchange, 4255 South 94th, Omaha, NE 68127
Reed Construction Data, 10665 Bedford, Suite 105, Omaha, NE 68134
Lincoln Wastewater and Solid Waste Division, 2400 Theresa Street, Lincoln, NE 68521

Copies of the Contract Documents may be downloaded at Lincoln.ne.gov Keyword: bid or obtained from the Issuing Office which is as follows:

City of Lincoln Purchasing Division
440 South 8th Street
Suite 200
Lincoln, NE 68508

Sealed bids will be received by the City of Lincoln/Lancaster County, Nebraska on or before 12:00 noon Wednesday October 20, 2004 in the office of the Purchasing Agent, 440 South 8 Street, Suite 200, (K Street Complex), Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

A pre-bid meeting has been scheduled for Wednesday, October 13, 2004, beginning at 9:00 a.m. at the Theresa Street Wastewater Facility conference room, 2400 Theresa Street, Lincoln, NE 68508. All interested bidders are encouraged to attend. Any questions regarding this specification will be addressed by Randy L. Wilson at 402-441-7970.

Bidders should take caution if U.S. mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified above.

**Specifications
for
Transporting Biosolids**

1. Scope of Agreement

- 1.1 The attached Agreement shall serve as the Bid Specifications for transporting biosolids from the City of Lincoln's Theresa Street Public Owned Treatment Works (POTW) to various land application and holding sites for beneficial use as an agricultural fertilizer within Lancaster County, Nebraska.
- 1.2 The Contractor shall supply all equipment, personnel, and supplies necessary to perform the services as described in the Agreement.
- 1.3 The term of the Agreement shall be for two (2) years at which time the City, may at its own option, renew the terms of the Contract for up to two (2), two (2)-year periods for potentially a six(6) year contract.
 - 1.3.1 Contract renewal shall be based on the Contractor's performance during the term of the Contract and on an annual basis.
 - 1.3.2 Contract renewal pricing shall be based on price escalation/de-escalation as described in this Agreement.
- 1.4 Overall program administration is by the City of Lincoln, Wastewater Division. The City has formed a joint agreement with the Lancaster County Cooperative Extension Service to provide program coordination.
- 1.5 Bidders shall familiarize themselves with all site and facility conditions and constraints, all environmental and transportation laws and regulations, and all contractual obligations contained in the Agreement. A listing of applicable laws and regulations is provided in Attachment A. Failure to fully account for these conditions shall not be cause for changes in bid prices or additional compensation to the Contractor.
- 1.6 The Contractor shall furnish a certificate of insurance in accordance with the requirements specified in Attachment B.
- 1.7 Within fourteen (14) calendar days after the award of bid the Contractor shall execute a written agreement between the Contractor and the City.
- 1.8 The Contractor shall be able to provide the specified services within thirty (30) days after receiving a Notice to Proceed.

2. Bidding Procedure and Award of Bid

- 2.1 Refer to the attached Instructions to Bidders.
- 2.2 A pre-bid meeting has been scheduled for Wednesday, October 13, 2004, beginning at 9:00 a.m. at the Theresa Street Wastewater Facility conference room, 2400 Theresa Street, Lincoln, NE 68521.
- 2.3 Bidders shall submit on separate company letterhead a Statement of Qualifications which includes at a minimum the following:
 - 2.3.1 Description of the business and number of years of experience in similar type work.
 - 2.3.2 A minimum of three (3) references for similar type services including the company name, address, contact name, and phone number of the reference.
 - 2.3.3 An itemized description of equipment types and capacities to be used to perform the required services.
 - 2.3.4 A description of available backup equipment and procedures to obtain backup equipment in the event of breakdowns in order to reliably perform the required services.
 - 2.3.5 Qualifications of personnel who will be directly involved in providing the required services.
 - 2.3.6 A sample spill prevention plan (See Section 9 of the Agreement)
 - 2.3.7 Bidders shall submit photographs of hauling equipment which demonstrates end-gate seals, end-gate discharge, and guarding on rear wheels and axle as required in this Agreement. The Bidder shall make the equipment available for inspection by the City, if requested.
- 2.4 In addition to the base bid price, the City will give consideration in the award of bid to the bidder's qualifications and experience in similar projects, the bidder's equipment inventory and condition, and spill prevention procedures. The City further reserves the right to award bid to other than the low bidder.

**AGREEMENT
FOR
TRANSPORTING BIOSOLIDS**

THIS AGREEMENT, made this _____ day of _____, 2006, by and between _____, hereinafter referred to as CONTRACTOR and CITY OF LINCOLN, a body corporation and politic, hereinafter referred to as CITY.

WHEREAS, the CITY has responsibility for recycling of biosolids generated from the Theresa Street Wastewater Treatment Facility for use as a soil fertilizer on croplands within Lancaster County; and

WHEREAS, the City requires transportation services to distribute biosolids to program participants; and

WHEREAS, the CITY intends to procure such services from a competent and reliable Contractor for a period not to exceed six years subject to the conditions of this Agreement.

NOW, THEREFORE, WITNESSETH that:

- 1. The Contractor hereby agrees to perform the described services as hereinafter set forth during a period of two years following the date of this Agreement for the following contract prices which are inclusive of all labor, transportation, mobilization, overhead and profit:**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
1.1	Transport biosolids within 0-15.0 miles of the Temporary Holding Facility	C.Y.	\$ <u>3.92</u>
1.2	Transport biosolids within 15.1-30 miles of the Temporary Holding Facility (Includes all of Lancaster County)	C.Y.	\$ <u>4.24</u>
1.3	Transport biosolids greater than 30 miles from the Temporary Holding Facility.	C.Y. - mile	\$ <u>.1575</u>
1.4	Transport biosolids within 0-15.0 miles of the City's Theresa Street POTW	C.Y.	\$ <u>3.94</u>
1.5	Transport biosolids within 15.1-30 miles of the City's Theresa Street POTW (Includes all of Lancaster County)	C.Y.	\$ <u>4.11</u>
1.6	Transport biosolids greater than 30 miles from the City's Theresa Street POTW	C.Y. - mile	\$ <u>.1575</u>
1.7	Transporting other materials within 0-15 miles of either the POTW	C.Y.	\$ <u>4.20</u>
1.8	Transporting other materials in 12-15 yard net capacity vehicles	Hour	\$ <u>63.02</u>
1.9	Transporting other materials in 20-30 yard net capacity vehicles	Hour	\$ <u>63.02</u>
1.10	Loading other materials with 3.0 cubic yard, or larger, rubber tire loader	Hour	\$ <u>73.52</u>

Company Name: Merrell Bros., Inc.

**PROPOSAL for BIOSOLIDS HAULING
SPECIFICATION NO. 04-260**

**BID OPENING TIME: 12:00 Noon
DATE: October 20, 2004**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

Bidder may provide unit prices for Alternate A, Alternate B, or both Alternate A and Alternate B.

5 DAY PER WEEK LOAD-OUT (Alternate A)

TRANSPORTING BIOSOLIDS

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
A.	BASE BID				
1.	Transportation of biosolids within 0-15 miles of the Temporary Holding Facility.	13,200	C.Y.	\$ <u>3.92</u>	\$ <u>51,744.00</u>
2.	Transportation of biosolids within 15.1-30 miles of the Temporary Holding Facility.	7,800	C.Y.	\$ <u>4.24</u>	\$ <u>33,072.00</u>
3.	Transportation of biosolids greater than 30 miles from the Temporary Holding Facility. (Miles used one way)	1,000	C.Y. - mile	\$ <u>.1575</u>	\$ <u>157.50</u>
4.	Transportation of biosolids within 0-15 miles of the POTW.	54,000	C.Y.	\$ <u>3.94</u>	\$ <u>212,760.00</u>
5.	Transportation of biosolids within 15.1-30 miles of the POTW.	5,900	C.Y.	\$ <u>4.11</u>	\$ <u>24,249.00</u>
6.	Transportation of biosolids greater than 30 miles from the POTW. (Miles used one way)	100	C.Y. - mile	\$ <u>.1575</u>	\$ <u>15.75</u>

TOTAL BASE BID AMOUNT \$ 321,998.25
(Sum of Items 1-6).

Three hundred twenty one thousand nine hundred ninety eight Dollars
(Write out in words the total amount of base bid)

TRANSPORTING BIOSOLIDS

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
B.	BASE BID				
1.	Transportation of biosolids within 0-15 miles of the Temporary Holding Facility.	13,200	C.Y.	\$ 3.92	\$ 51,744.00
2.	Transportation of biosolids within 15.1-30 miles of the Temporary Holding Facility.	7,800	C.Y.	\$ 4.24	\$ 33,072.00
3.	Transportation of biosolids greater than 30 miles from the Temporary Holding Facility. (Miles used one way)	1,000	C.Y. - mile	\$.1575	\$ 157.50
4.	Transportation of biosolids within 0-15 miles of the POTW.	54,000	C.Y.	\$ 3.94	\$212,760.00
5.	Transportation of biosolids within 15.1-30 miles of the POTW.	5,900	C.Y.	\$ 4.11	\$ 24,249.00
6.	Transportation of biosolids greater than 30 miles from the POTW. (Miles used one way)	100	C.Y. - mile	\$.1575	\$ 15.75

TOTAL BASE BID AMOUNT
(Sum of Items 1-6).

\$ 321,998.25

Three hundred twenty one thousand nine hundred ninety eight Dollars
(Write out in words the total amount of base bid)

C. OTHER BID INFORMATION (See Sections 3 and 15)

- | | | | |
|-----|---|------|----------|
| 7. | Transporting other materials within 0-15 miles of either the POTW or Temporary Holding Facility . | C.Y. | \$ 4.20 |
| 8. | Transporting other materials in 12-15 yard net capacity vehicles | Hour | \$ 63.02 |
| 9. | Transporting other materials in 20-30 yard net capacity vehicles | Hour | \$ 63.02 |
| 10. | Loading with 3.0 cubic yard, or larger, rubber tire loader | Hour | \$ 73.52 |
| 11. | Attach Statement of Qualifications. (See Section 2 of Specifications) | | |

Acknowledgement of Addenda Numbers: _____, _____, _____, _____,

BID SECURITY REQUIRED IN THE AMOUNT OF FIVE PERCENT (5%) OF TOTAL BID

2. General

- 2.1 This Contract requires flexibility in scheduling. Although the Lincoln Wastewater System (LWWS) has every intent to stay on agreed loading schedules, there will be circumstances that alter loading schedules. The LWWS will contact the Contractor as soon as the LWWS is aware that a change in loading schedule is necessary. Some of the conditions effecting schedule are:

Weather

Equipment Failure and/or maintenance

Changes in biosolids production from the treatment plant.

Hauling of liquid biosolids from the Northeast Wastewater Treatment Facility.

Additional hauling compensation will not be granted due to unforeseen changes in load out schedule.

- 2.2 The Contractor is responsible for providing enough drivers to meet the present loading schedule. Depending upon the proximity of field sites and the volume of biosolids stored at the Temporary Holding Facility, the number of drivers has historically been one or two drivers.
- 2.3 At times it will be necessary for LWWS staff to move trucks into or out of the loading bay area so that loading can proceed uninterrupted.
- 2.4 From a treatment plant performance standpoint, the LWWS desires to take unit price bids for a 7 day per week de-watering schedule as an alternate bid (Bid B.). Please refer to Section 6 of these specifications and the Bid Proposal for additional information.
- 2.5 The term of the Agreement shall extend to November 19, 2010 representing a 6 year contract.
- 2.6 It is the express intent of the parties hereto that this Agreement shall not create an employer-employee relationship; and the Contractor, his/her employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the Agreement.
- 2.7 The Contractor shall indemnify and save harmless the CITY OF LINCOLN, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the CITY OF LINCOLN for any losses, claims, damages, and expenses arising out of or resulting from negligence of the CITY OF LINCOLN, Nebraska.
- 2.8 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
- 2.9 The Contractor shall provide all insurance requirements as described in Attachment B.
- 2.10 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained and paid for by the Contractor.

3. Definitions

- 3.1 *Biosolids* are anaerobically digested municipal wastewater residuals generated from the Theresa Street Public Owned Treatment Works (POTW) which have the following physical properties:
- 3.1.1 Average solids content of 18.5%.
 - 3.1.2 Average unit weight of approximately 1,440 pounds per cubic yard.
 - 3.1.3 Historical data for transporting biosolids are included in Attachment D.
- 3.2 *Land Application Sites* are various privately owned, agricultural properties (farms) located throughout Lancaster County which have been approved for the application of biosolids. (Map)
- 3.3 *Land Application Storage Sites* are locations where the Contractor is directed to unload biosolids at each land application site. Storage sites are generally located within farm fields and require off-road travel in loose and uneven ground conditions.
- 3.4 The *Temporary Holding Facility (THF)* is an all weather, concrete paved area approximately one (1) acre in size located at the Bluff Road Landfill, 6001 Bluff Road. The THF is used for the storage of biosolids during inclement weather conditions. The THF has an estimated capacity of 6000 cubic yards. (Map)
- 3.5 The *Biosolids Coordinator* is employed by the Lancaster County Cooperative Extension Service and is

- 3.5 The *Biosolids Coordinator* is employed by the Lancaster County Cooperative Extension Service and is responsible for directing daily services performed by the Contractor including scheduling and coordinating deliveries of biosolids with participants, locating land application storage sites, and inspection of land application storage sites with the Contractor.
- 3.6 The *POTW Supervisor* is the Assistant Superintendent of Water Pollution Control for the City of Lincoln and is responsible for coordinating load-out of biosolids including notification to the Contractor of changed load-out times and disruptions of load-out procedures
- 3.7 The *Project Manager* is the Superintendent of Water Pollution Control for the City of Lincoln and is responsible for contract administration and compliance, route coordination, and spill responses.
- 3.8 The *Transportation Supervisor* shall be designated by the Contractor to oversee transportation services including initial inspection of land application storage sites, determining accessibility to land application storage sites, weekly schedules of hauling locations, temporary holding facility operations and records management.
- 3.9 *Scheduled Maintenance* shall be considered as maintenance performed at the POTW which prevents de-watering and load-out of biosolids. The Contractor shall be provided a twenty-four (24) hour notification that Scheduled Maintenance will occur.

Contractor Responsibilities

4. Contractor Personnel

- 4.1 The Contractor shall designate a transportation supervisor responsible for the supervision of daily work activities and maintaining appropriate contact with the Biosolids Coordinator, POTW Supervisor and the Project Manager.
- 4.2 The transportation supervisor shall attend all progress meetings.
- 4.3 The Contractor shall employ competent, experienced, trained and DOT licensed personnel at all times when performing services specified in this Agreement.
- 4.4 Contractor's personnel shall participate in City training on biosolids handling and safety when such training occurs.

5. Transportation Equipment Requirements

- 5.1 Biosolids shall be transported in fully sealed vehicles which include liquid tight end-gate seals which prevent leakage of biosolids or liquids.
- 5.2 Minimum hauling capacity of vehicles shall be twenty-five (25) cubic yards. A minimum hauling capacity is not specified for vehicles used for transporting biosolids from the THF provided all vehicles comply with the additional requirements specified.
- 5.3 The Contractor shall have available, when required, a minimum of three trucks for transporting biosolids for either bid alternate.
- 5.4 Each vehicle shall be calibrated and assigned a full load capacity and the inside of the vehicle box shall be marked with a "full load" line (payment shall be based on actual quantity transported).
- 5.5 Hauling vehicles shall be compatible with the dimensions of the load-out area (bay doors closed) as indicated on the diagram in Attachment C. Only one vehicle can be loaded at a time. Contractors shall note that the vertical distance from the floor of the loading area to the bottom of the traveling conveyor is 10'-7".
- 5.6 The LWWS will be constructing a 66 foot x 62 foot canopy biosolids vehicle storage area adjacent to the west side of the current biosolids loading area. This structure will provide better protection of hauling vehicles during winter months. The canopy facility is scheduled to be complete by July 15, 2005. Construction of the canopy will require that the Contractor temporarily back out tractor/trailer units until construction proceeds to a point where drive-through can occur. The length of this interruption has not been determined.
- 5.7 Vehicles shall be designed to reduce biosolids from coming into contact with the vehicle end-gate, wheels, and axles in order to prevent drag-out of materials on to roadways.
- 5.8 Hauling vehicles shall not be loaded above the level in the box which provides for a safe freeboard to prevent spillage and in no instances shall the load height exceed the top of the box.
- 5.9 Contractor's personnel shall inspect each vehicle prior to hauling and after dumping for removal of all material (biosolids, mud, and debris) from the hauling vehicle which can fall or become dislodged during transportation.

- 5.10 Equipment shall be adequately maintained in good repair to insure constant reliability and prevent leakage of biosolids or liquids.
- 5.11 The Contractor shall be responsible for daily cleanup of all fluid and lubricant spills and leaks which occur on City property.
- 5.12 Equipment shall be maintained in a clean and presentable condition reflecting a positive image on the City and the biosolids application program.
- 5.13 Maintenance of Contractor's equipment shall not be performed on City property unless otherwise approved by the POTW Supervisor.
- 5.14 Equipment shall be signed with the Contractor's name/logo and telephone number.
- 5.15 The Contractor shall comply with all vehicle licensing, drivers licensing, registration, and weight restrictions laws and requirements.
- 5.16 The Contractor may use the City's heavy equipment washout area located at the Bluff Road Landfill to clean vehicles used in hauling biosolids. Use of the facility is conditioned on the Contractor's performance in keeping the facility clean and proper use of the cleaning equipment.

6. Load-out Operations at the Theresa Street POTW

- 6.1 The LWWS desires to bid a 7-day week load-out scheme as an alternate bid (Alternate B). Please refer to Attachment G and the Bid Proposal.
- 6.2 The Contractor shall provide transportation services to allow for un-interrupted, continuous load-out of bio-solids from the POTW biosolids de-watering operation.
- 6.2 Coordination of load-out procedures shall be with the POTW Supervisor.
- 6.3 Load-out shall generally occur Monday through Friday, during the hours of 6:00 a.m. through 5:00 p.m. If Alternate B is the contracted agreement of choice by the LWWS, load-out shall generally occur 7 days per week during the hours of 6:00 a.m. through 5:00 p.m.
- 6.3.1 Maximum load-out times may occasionally occur from 6:00 a.m. through 6:00 p.m.
- 6.3.2 The City may require the Contractor to load-out and transport bio-solids during any day of the week, or before or after the maximum load-out hours by giving the Contractor a minimum eighteen (18) hour advance notice.
- 6.3.3 Generally, load-out will not be performed on City observed holidays with the exception being the day after Thanksgiving.
- 6.4 Temporary load-out interruptions as a result of equipment failure or power outages shall not be cause for additional compensation to the Contractor.
- 6.5 Estimated load-out rates are as follows:

Parameter	5-Day Load-out	7-Day Load-out (Alternate Bid)
Estimated average daily load-out rate.	220-260 cubic yards	130-160 cubic yards
Estimated average volume per week	960 cubic yards	960 cubic yards
Estimated annual peak day load-out rate.	320 cubic yards	320 cubic yards
Estimated total annual volume of bio-solids transported from the POTW	60,000 cubic yards	60,000 cubic yards
Estimated total annual volume of bio-solids transported from the THF	22,000 cubic yards	22,000 cubic yards

- 6.6 Vehicle loading is by gravity drop from a traveling conveyor discharge chute. Loading of Contractor vehicles shall be performed by City at the direction of the Contractor's personnel.
- 6.7 The City shall make every reasonable attempt to fully load all vehicles.
- 6.8 Load-out bay overhead doors shall remain closed during loading.
- 6.9 All loads shall be transported immediately upon being loaded.
- 6.10 All vehicles containing biosolids shall be transported at the end of each day.
- 6.11 During periods of inclement weather, the Contractor shall request approval from the Project Manager to haul biosolids to the THF.

7. Transportation and Delivery to Land Application Storage Sites

- 7.1 Unless otherwise approved by the City, biosolids shall be transported only during daylight hours as defined by ½ hour before sunset and ½ hour after sunrise.
- 7.2 All route selection shall be made by the Contractor and approved by the Project Manager prior to transportation. The City reserves the right at any time to change the approved route due to road conditions or complaints.
- 7.3 The Biosolids Coordinator shall be responsible for coordinating access to land application storage sites and adequately marking or otherwise designating sites. The Contractor shall be responsible for inspecting each land application storage site prior to the initial delivery of biosolids.
- 7.4 The Contractor shall make every reasonable attempt to access land application storage sites during and immediately following inclement weather conditions.
- 7.5 The Contractor shall be responsible for repair of any damage to public or private areas, roads or facilities caused by the Contractor.
- 7.6 All biosolids shall be unloaded within the limits of the designated land application site storage area.
- 7.7 Contractor's personnel shall under no circumstances change the land application storage site unless approved by the Biosolids Coordinator.

8. Temporary Holding Facility (THF) Operation

- 8.1 Biosolids shall be transported to the THF by the Contractor during inclement weather conditions which prevent access to any of the scheduled land application storage sites.
- 8.2 The Contractor shall unload biosolids in an organized method which requires minimal stockpiling by the City.
- 8.3 When land application storage sites become accessible, the Contractor shall immediately begin transporting biosolids from the THF.
 - 8.3.1 Contractor shall be responsible for loading vehicles with a suitable rubber tire loader.
 - 8.3.2 When the amount of biosolids at the THF exceeds 1000 cubic yards the contractor is required to transport biosolids to accessible land application sites within fourteen (14) calendar days until all biosolids are removed.
 - 8.3.3 The Contractor shall be assessed liquidated damages if the capacity of the THF is exceeded and the contractor fails to comply with the Agreement.
- 8.4 The Contractor shall have access to the THF after normal operating hours at the Bluff Road Landfill. The Contractor shall be responsible for maintaining security of the Bluff site during these times.

9. Spill Response and Planning

- 9.1 The Contractor shall be responsible for all spillage of biosolids from vehicles including spills from within the vehicle box, incidental spillage from biosolids accumulated on the exterior of the vehicle and tracking of biosolids from vehicle wheels and axles.
- 9.2 The Contractor shall prepare a Spill Response Plan for review and approval by the Project Manager prior to initiating work under this Agreement. The plan shall address procedures to meet the following requirements and areas of responsibility:
 - 9.2.1 All vehicle exteriors shall be free of biosolids prior to transporting to and from hauling destinations.
 - 9.2.2 All small and incidental spillage shall be cleaned up immediately by the Contractors personnel.
 - 9.2.3 The Contractor shall have immediate availability to suitable equipment to cleanup large spills. An equipment list shall be included in the Spill Response Plan.
 - 9.2.4 The Contractor shall make appropriate notifications to local law enforcement, and state, county or local roadway maintenance crews to assist in the clean up when necessary.
 - 9.2.5 The Contractor shall make immediate notification to the Project Manager or Biosolids Coordinator when a large spill occurs.
 - 9.2.6 Procedures shall be described for dealing with incidental and large spills which occur on state, county or local roadways including a call notification list, traffic direction, equipment response, and contracts and referrals from the general public.
- 9.3 The Contractor shall provide adequate training to all personnel who may participate in a spill response.

10. Progress Meetings and Records

- 10.1 The City shall conduct monthly progress meetings with the Contractor's Transportation Supervisor.
- 10.2 Contractor shall submit a daily haul record form each week to the Project Manager. . An example of the daily haul record form is included in Attachment E.
 - 10.2.1 Daily haul record forms will be supplied to the Contractor.
 - 10.2.2 Electronic records are preferred which are submitted as a Lotus or Excel spreadsheet format by diskette or E-mail.
- 10.3 Contractor shall submit a summary of any spill response, complaints or other significant activities that occurred during the period.

11. Basis of Measurement and Payment

- 11.1 Loads shall be measured to the nearest 0.5 cubic yard.
- 11.2 Payment for services rendered shall be according to the unit prices indicated in this Agreement for loads transported within each pay radius as measured from either the Temporary Holding Facility or the Theresa Street POTW. A Lancaster County map showing the pay radii is included in Attachment E.
- 11.3 Pay radii are measured as a straight line distance from the point of origin and are not consider as actual transportation distances to the land application storage sites.
- 11.4 The biosolids quantities transported within each pay radius as indicated on the Bid Proposal Form are for estimating purposes only. The City makes no guarantees as to the actual amount of biosolids hauled in each pay radius and deviations between estimated and actual quantities shall not be cause for additional compensation.
- 11.5 All land application storage sites located in Lancaster County shall be considered within 30 miles of either the POTW and THF.
- 11.6 For loads hauled to the THF, the Contractor shall be paid the unit price for pay radius #4 (Bid Item #4).
- 11.7 An itemized monthly pay request shall be submitted to the Project Manager containing the following information: haul period, daily volumes subtotaled for each pay radius, unit prices, and extended totals.
- 11.8 Monthly pay requests shall be submitted to: Gene Hanlon, Recycling Coordinator, Lincoln Wastewater System, 2400 Theresa Street, Lincoln, NE 68521

12. Escalator/de-escalator Clause for Contract Renewal

- 12.1 On the anniversary date of the Contract execution, the contractor may request that bid prices be adjusted based upon the Kansas City Consumer Price Index for Urban Waste Earners and Clerical Workers (KC CPIW) (Transportation Series ID CWURA214SAT) as obtained from Region VII United States Department of Labor. The adjusted prices shall be computed as follows:

Current Index Value (Jan-June 2004) = 149.1

Index Diff. = (KC CPIW Jan-June 200x) - 149.1

Price Revision Factor = 149.1 + Index Diff. / 149.1

New Price for Next Annual Period = Price Revision Factor x Original Bid Price

- 12.2 The Contractor shall give written notice to the City/County Purchasing Agent and the Project Manager requesting contract renewal.

13. Liquidated Damages, Non-performance and Additional Compensation

- 13.1 Liquidated damages for spillage incidents shall be assessed as follows:
 - 13.1.1 Improperly transported loads shall be assessed \$100 for each load.
 - 13.1.2 Large spills requiring cleanup shall be assessed at \$1000 each plus cost of actual cleanup expense.
 - 13.1.3 Five or more large spill incidents may be cause for termination of the Contract.
- 13.2 The Contractor shall have adequate equipment and personnel available to insure continuous load-out of biosolids at the POTW and to insure the capacity of the THF is not exceed. Liquidated damages for nonperformance shall be assessed as follows:

- 13.2.1 Nonperformance which causes interruptions to the POTW biosolids de-watering operation shall be assessed at \$100 per hour.
- 13.2.2 Nonperformance which causes the THF to exceed capacity shall be assessed at \$1000 per day.
- 13.2.3 Failure to provide services for a total of one working day during the duration of the Contract may be cause for termination of the Contract.
- 13.3 Any damages caused to private or public property and equipment by the Contractor shall be corrected as soon as possible by the Contractor. In the event the City must correct the defect, liquidated damages equal to the repair cost plus \$100 per occurrence for administrative costs shall be assessed.
- 13.4 In the event the Contractor deposits biosolids at a land application storage site which has not been approved, liquidated damages of \$1,000 per load deposited shall be assessed and the biosolids shall be loaded and transported to another location as directed by the City at no additional cost. This action may also be cause for termination of the Contract.
- 13.5 In the event the Contractor deposits more biosolids at a land application storage site than approved by the City, the Contractor shall load and transport the overage to another location as directed by the City at no additional cost.
- 13.6 The Contractor shall be notified of all liquidated damages as soon as the City becomes aware of the incident. The City shall provide written notification to the Contractor prior to assessment of liquidated damages.
- 13.7 Liquidated damages, or other damages as specified, shall be deducted from the Contractor's monthly payments.
- 13.8 The Contractor shall be compensated for standby time resulting from unscheduled load-out delays caused by the City lasting for periods longer than identified in this Agreement.
 - 13.8.1 The Contractor shall notify the POTW Supervisor that standby compensation will be requested prior to initiating the charges.
 - 13.8.2 Standby time shall be compensated at \$50.00 per hour of delay computed to the nearest 1/4 hour.
 - 13.8.3 Standby compensation shall not be paid if biosolids are available at the temporary holding facility for hauling during these delays.
 - 13.8.4 Standby compensation shall not be paid if the delay is due to Scheduled Maintenance as defined in this Agreement.

14. Additional Services

- 14.1 The City may request other material loading and transportation services during the term of the Agreement including yard waste compost, wood chips, wood debris, soil, sewage grit/screenings, etc.
- 14.2 The Contractor may offer bid prices for these services under Other Bid Information on the Proposal Form.

Dated this _____ day of _____, 2006

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

EXECUTION BY CONTRACTOR

Merrell Bros., Inc.

 Company Name
 8811 W. 500 N.

 Company Address
 Kokomo IN 46901

 City State Zip
 574-699-7782

 Telephone Number

Terry Merrell/Treasurer

By: (print name)

Title

Terry Merrell

Signature

Witness

35-1681490

Employer's Federal I.D. Number or
Social Security Number

Affirmative Action Program: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPECIFICATION NO. 04-260

Merrell Bros., Inc.

Company Name By (Signature)



8811 W. 500 N.

Street Address or PO Box Print Name

Terry Merrell

Kokomo, IN 46901

City, State, Zip Title

Treasurer

574-699-7782

Telephone Number

1/24/06

Date

35-168149-0

Employer's Federal I.D. No.
OR Social Security Number

Terms of Payment

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

Spec. Holder and Bidder's List

Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516

F.W. Dodge Corporation, 11422 Miracle Hills Drive, Omaha, NE 68114

Omaha Builders Exchange, 4255 South 94th, Omaha, NE 68127

Construction Market Data, 14707 California, Suite 13, Omaha, NE 68154

Lincoln Public Works Dept, 901 North 6th Street, Lincoln, NE 68508

Lincoln Wastewater and Solid Waste Division, 2400 Theresa Street, Lincoln, NE 68521

Sorenson Construction, Attn: Jerry Sorenson, 1429 South 117th, Omaha, NE 68144

Big River Construction, 115 North 10th Street, Nebraska City, NE 68410

See attached listing

Attachment A

APPLICABLE LAWS AND REGULATIONS FOR LAND APPLICATION OF BIOSOLIDS

1. Federal Regulations

- a. Title 40, Code of Federal Regulations Part 257, Criteria of Solid Waste Disposal Facilities and Practices.
- b. Title 40, Code of Federal Regulations Part 503, Standards for the Disposal of Sewage Sludge.
- c. Title 40, Code of Federal Regulations Parts 122, 123, 124, National Pollutant Discharge Elimination System.
- d. Clean Air Act, as currently amended.

Contact: Public Affairs Office
USEPA
1735 Baltimore
Kansas City, MO 64108

2. State of Nebraska Rules and Regulations

- a. Title 132, Rules and Regulations Pertaining to Solid Waste Management, as currently amended; Nebraska Department of Environmental Quality (NDEQ)
- b. Guidelines & Requirements for the Application of Waste Sludges on Agricultural Land, Nebraska Department of Environmental Control.
- c. Nebraska Commercial Fertilizer and Soil Conditioner Act, Nebraska Department of Agriculture.

Contact: NDEQ
1200 N Street, Suite 400
Lincoln, NE 68508

NE Dept. of Agriculture
301 Centennial Mall South
Lincoln, NE 68509

3. City of Lincoln and Lancaster County

- a. Lancaster County Resolution 4308, The Lancaster County Solid Waste Resolution of 1987.
- b. Lincoln Municipal Code, Chapter 8.32, Solid Wastes.
- c. Lincoln Municipal Code, Chapter 17.58, Regulation of Wastewater Discharge
- d. Lincoln Municipal Code, Chapter 27.63, Zoning - Special Permits

Contact: Lincoln/Lancaster County Health Department
3140 N Street
Lincoln, NE 68510